

RULES OF THE PROMO “CashBack SkiPass”

Definition and their interpretation

SkiPass – a ticket to ride the lift in a mountain or hill in the form of an identifier that grants its holder the right to use such lift.

CashBack – this is a partial reimbursement of the cost of purchasing a SkiPass by the Promotion Participant under the terms of the Promotion.

Promotion – promotion “CashBack SkiPass”.

Bank – a legal entity operating under a banking license from the National Bank of Ukraine and has the exclusive right to provide banking services, information about which is included in the State Register of Banks.

Customer – “Visa International Service Association”, located at: USA, CA 94404 – 2775, Foster City, 900 Metro Center Blvd.

Cards – Visa Platinum, Visa Signature and Visa Infinite payment cards issued by the Bank on the territory of Ukraine, entitling the Promotion Participant to participate in the Promotion, with the exception of Visa Platinum Business, Visa Signature Business payment cards and cards issued with the following bank identification numbers (first six or nine digits on the payment card): 436323, 410232.

Messenger – an application for instant messaging and video, in particular Viber, Telegram.

Organizer – LIMITED LIABILITY COMPANY “INFOCUS”, identification code: 36563986, location: 1 A Sportyvna Square, Tower A, 29th floor, Kyiv, 01023, Ukraine. Contacts of the Organizer for information on the Promotion: +380442377777 or in another way in accordance with the terms of these Rules.

Rules – the rules of the Promotion.

Validity period of the Promotion – from 00:00:01 of 20.12.2023 to 23:59:59 of 01.03.2024. The validity period of the Promotion may be changed or terminated early by mutual agreement of the Customer and the Organizer. Changes to the validity period of the Promotion or its early termination are possible in the event of made public on the Website and in the Chatbot.

Participants of the Promotion - individuals, Card holders who have the right to participate in the Promotion in accordance with the provisions of these Rules, and who are residents of Ukraine.

Chatbot – chatbot “Visa Ukraine” https://mssg.me/service_concierge contained in Messengers.

Website – a website on the Internet located at the following domain name visa.com.ua.

Transaction – an operation for the purchase of goods/work/services, as well as outside Ukraine and on the Internet. Cash transactions, non-cash transfers from a card, transactions on the account to which the card is linked (transfers through Internet banking systems, payment of credit payments, transfers using bank details, etc.) are not considered transactions.

Conditions of participation in the Promotion

A) Only those SkiPass that were purchased by the Participant of the Promotion at any of the following ski resorts take part in the Promotion:

- Bukovel, village Polyanytsya, Ivano-Frankivsk region, Ukraine
- Trostyan, town Slavske, Lviv region, Ukraine
- Zakhar Berkut, village Volosyanka, Lviv region, Ukraine
- Pylypets, village Pylypets, Zakarpattia region, Ukraine
- Migovo, village Migovo, Chernivtsi region, Ukraine
- Izki, village Izki, Zakarpattia region, Ukraine
- Dragobrat, town Yasinya, Zakarpattia region, Ukraine
- Play, village Plavye, Lviv region, Ukraine
- Vedmezha, village Polyana, Zakarpattia region, Ukraine
- Protasiv Yar, Kyiv, Ukraine
- Goloseev Ski Park, Kyiv, Ukraine
- Lavina, Dnipro, Ukraine
- Sorochinsky Yar, Poltava, Ukraine

B) To participate in the Promotion, the number of SkiPass purchased by the Participant of the Promotion does not matter. The SkiPass must be purchased exclusively using the Card. CashBack is only available on SkiPass purchased during the Period of the Promotion.

C) CashBack is provided only when purchasing a SkiPass, and is calculated based on the cost of the purchased SkiPass, and not the entire amount of the fiscal receipt and the receipt from the POS terminal, or the receipt for the purchase of the SkiPass. At the same time, the cost of such a SkiPass cannot be less than UAH 200.00 (VAT included).

D) The Card must be in hryvnia and valid throughout the entire Period of the Promotion.

E) CashBack is provided within the following limits:

- 30% of the cost of SkiPass, which was purchased using a Visa Platinum payment card, but not more than UAH 1,000.00. This maximum amount is indicated minus all taxes and fees by the Organizer as a tax agent;
- 40% of the cost of SkiPass, which was purchased using a Visa Signature payment card, but not more than UAH 1,250.00. This maximum amount is indicated minus all taxes and fees by the Organizer as a tax agent;
- 50% of the cost of SkiPass, which was purchased using a Visa Infinite payment card, but not more than UAH 1,500.00. This maximum amount is indicated minus all taxes and fees by the Organizer as a tax agent.

F) CashBack is provided only to Cardholders.

G) CashBack will be provided to the Participant of the Promotion subject to compliance with all the conditions of these Rules, within 20 (twenty) business days from the date of compliance with clause 2.1 hereof.

H) CashBack is provided subject to the provision of documents confirming the purchase of SkiPass:

- In case of purchase using a plastic card, including using NFC technology, through a POS terminal: a fiscal receipt and a receipt from the POS terminal;
- In case of purchase using the Card via the Internet on the corresponding website: an electronic payment receipt received from the acquirer and a screenshot of the payment receipt provided by the corresponding website where the SkiPass was purchased;
- In case of purchase using a mobile application: an electronic payment receipt received from the acquirer and a screenshot of the payment receipt corresponding the mobile application in which the SkiPass was purchased.

I) CashBack is not provided automatically. To receive CashBack after performing the actions specified in clause 2.1 the Participant of the Promotion has to provide the Organizer in the Chatbot with the Card details to which CashBack should be provided. The Card to which CashBack is paid must be the same as the Card using which the SkiPass was purchased.

J) To calculate the Transactions, using data on Transactions carried out over the last 35 (thirty-five) calendar days before the Card registration date, except for transactions over the last 5 (five) calendar days. For the purposes of subclause 1.1.3, the following minimum volumes of transactions are established that are carried out during the period:

- for “Visa Platinum” in the amount of at least 5000 UAH (VAT included);
- for “Visa Signature” in the amount of at least 10,000 UAH (VAT included);
- for “Visa Infinite” for an amount of at least 20,000 UAH VAT included.

1. Procedure for participation in the Promotion by Participants of the Promotion

1.1. To participate in the Promotion, a person wishing to take part in the Promotion and become a Participant of the Promotion has to, during the Promotion Period, carry out the following actions:

1.1.1. be a valid Card holder;

1.1.2. register or be registered in the Chatbot in accordance with the internal registration mechanics contained in the Chatbot;

1.1.3. carry out transactions within the minimum transaction limits and for the period specified in paragraph J hereof;

1.1.4. register in the Chatbot a Card from which the SkiPass will be paid and on which CashBack will be provided. At the same time, the Organizer checks the minimum volume of Transactions on the Card established by clause J of the Rules;

1.1.5. read these Rules by clicking the “CashBack SkiPass” button in the Chatbot;

1.1.6. buy a SkiPass using the Card. Such a purchase can be made using a plastic card, including using NFC technology, or on the Internet on the appropriate website or mobile application.

1.2. These Rules are the main document in the official relations between the Participant of the Promotion and the Organizer/Customer. Acceptance by the Participant of the Promotion of the provisions of these Rules is carried out by sequentially performing the actions specified in clauses 1.1.1.-1.1.6. hereof.

1.3. Acceptance is carried out voluntarily and represents the conclusion of a written agreement on the terms of these Rules, in accordance with paragraph 2 of Article 642 of the Civil Code of Ukraine.

1.4. Partial acceptance of the Rules is not allowed.

1.5. Carrying out any of the actions specified in clause 1.1 of the Rules outside the Period of the Promotion deprives the Promotion Participant of the right to participate in the Promotion.

2. Procedure of providing CashBack

2.1. Once the Participant of the Promotion performs the actions specified in clause 1.1. of these Rules and actions specified in clause 1.3. of these Rules, the Participant has to confirm the fact of purchasing the SkiPass. To do this, the Participant of the Promotion performs the following actions:

2.1.1. clicks the “CashBack SkiPass” button in the Chatbot;

2.1.2. takes photographs in appropriate quality (so that all data can be identified) or takes a screenshot of the documents specified in paragraph H) of the Rules - depending on the type of SkiPass payment;

2.1.3. sends to the Organizer via Chatbot photographed in accordance with clause 2.1.2. photographs/screenshots of the documents used to purchase the SkiPass. The Participant of the Promotion can provide several documents for several purchases if the payments were made from one Card and during the Validity period of the Promotion, but added to the Chatbot at 1 (one) time (that is, one photo can contain several documents at once, from which CashBack will be deducted). If the Chatbot does not provide the opportunity to download such photo, the Participant of the Promotion can provide them by contacting “Support 360”.

2.1.4. sends to the Organizer through the Chatbot taxpayer registration card number or series and passport number, if the Promotion Participant refused to receive the registration number of the taxpayer registration card and there is an entry about this in the passport of the citizen of Ukraine - the Promotion Participant, and own first and last name, patronymic.

3. Responsibility of the Parties

3.1. The Participant of the Promotion bears responsibility, as provided for by the current legislation of Ukraine, for the accuracy of the data provided and the right to use the Card.

3.2. If the CashBack is provided to the Participant of the Promotion, the Organizer, as a tax agent, pays the relevant taxes and fees.

3.3. The Organizer is obliged to take all reasonable and necessary measures, as well as make maximum efforts to ensure the uninterrupted operation of the Chatbot while complying with these Rules during the implementation of the Promotion.

4. Processing of personal data

4.1. In order to fulfill the agreement concluded on the terms of these Rules, which is a separate basis for the processing of personal data, Participant of the Promotion provides the Organizer with the following personal data: last name, first name, patronymic, registration number of the taxpayer's registration card, series and number of the passport of the citizen of Ukraine.

4.2. The personal data specified in clause 4.1 is processed during the Validity period of the Promotion in order to exercise the right of the Participant of the Promotion to participate in the Promotion. Such personal data will be collected, processed, transferred (to tax authorities for the purposes of paying taxes and fees, as well as cross-border - to foreign servers of the Organizer) for the purpose of fulfilling of these Rules. The Organizer is the owner and processor of such personal data.

4.3. By performing the actions specified in clause 1.1 of the Rules, the Participant of the Promotion agrees to the specified procedure for processing personal data, and also confirms that he/she is familiar with all the rights granted to him by Article 8 of the Law of Ukraine “On the Protection of Personal Data”.

5. Other provisions

5.1. The Organizer has the right to involve third parties to fulfill obligations hereunder.

5.2. The Organizer/Customer of the Promotion reserves the right to make a decision in case of ambiguous interpretation of these Rules, any controversial issues and/or issues not regulated by the Rules. This decision is final and cannot be appealed.

5.3. The Rules come into force on December 15, 2023.